IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

UNILOC USA, INC. and UNILOC LUXEMBOURG, S.A., Plaintiffs,	§	Civil Action No. 2:17-cv-00370
v.	§	PATENT CASE
INFOR, INC., Defendant.	§	JURY TRIAL DEMANDED

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc. ("Uniloc USA") and Uniloc Luxembourg, S.A. ("Uniloc Luxembourg") (together, "Uniloc"), as and for their complaint against defendant, Infor, Inc. ("Infor"), allege as follows:

THE PARTIES

1. Uniloc USA is a Texas corporation having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024. Uniloc USA also maintains a place of business at 102 N. College, Suite 603, Tyler, Texas 75702.

2. Uniloc Luxembourg is a Luxembourg public limited liability company having a principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3. Upon information and belief, Infor is a Delaware corporation having a principal place of business in New York, New York, and regular places of business at 8777 N. Stemmons Freeway, Suite 300, Dallas, Texas 75247, 13831 NW Freeway, Suite 550, Houston, Texas 77040

and 3300 Duval Road, Suite 200, Austin, Texas 78759. Upon information and belief, Infor offers its products and services, including those accused herein of infringement, to customers and/or potential customers located in Texas and in the judicial Eastern District of Texas. Infor may be served with process through its registered agent: CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, New York 10011.

JURISDICTION AND VENUE

4. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Upon information and belief, Infor is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, and/or has purposely transacted business involving the accused products in Texas and this judicial district.

6. Infor is subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial presence and business in this State and judicial district, including: (A) at least part of its past infringing activities, (B) regularly doing and/or soliciting business in Dallas, Houston and Austin, Texas and/or (C) engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas, including Parkland Health and Hospital System and Children's Health System of Texas.

COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 6,110,228)

7. Uniloc incorporates paragraphs 1-6 above by reference.

8. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 6,110,228 ("the '228 Patent"), entitled METHOD AND APPARATUS FOR SOFTWARE MAINTENANCE

AT REMOTE NODES that issued on August 29, 2000. A true and correct copy of the ’228 Patent is attached as Exhibit A hereto.

9. Uniloc USA is the exclusive licensee of the ’228 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

10. The following image from www.infor.com shows that Infor VISUAL users may upgrade to CoudSuite Industrial, Infor’s SaaS solution:

> **Cloud deployment**: As announced at Inforum 2014, Infor VISUAL customers now have an optional upgrade path to Infor CloudSuite™ Industrial—Infor 's SaaS solution. Customers looking for a cloud or on-premise, thin-client option now have a prebuilt upgrade path to this solution. Infor CloudSuite Industrial is the convergence of Infor SyteLine® and Infor VISUAL, coupled with the strength of Infor SunSystems®, to deliver the premier cloud solution for the SMB market.

11. The following image show that users of Infor VISUAL can upgrade from VISUAL 6 and 7 to VISUAL 8:

> **Upgrading to VISUAL 8**
>
> Whether you are on VISUAL 6 or 7, in this session, we cover the key items that must be considered when upgrading to VISUAL 8. This will include, but not be limited to, the database schema changes associated with multi-site (7.1.0), double byte (8.0.0), as well as platform, operating and database platform considerations. This is a highly recommended session for all customers planning to upgrade to VISUAL 8. **View the recording.**

12. The following image show how users of Infor VISUAL can upgrade to newer versions of the software:

CAPABILITIES

	VISUAL v6.x or earlier	VISUAL 7.0	VISUAL 7.1.2	Upgrade to VISUAL 8.0.0
Infor Ming.le	No	Yes	Yes	Yes
Infor ION	No	Yes	Yes	Yes
Document Life Cycle	No	Yes	Yes	Yes
Infor Quality Management on Mongoose with ION and Ming.le (formally VQ)	No	No	Yes	Yes
Multi entity multi site	No	No	Yes	Yes
Evaluation RMA's	No	No	Yes	Yes
Single sign-on	No	No	No	Yes
Graphical document life cycle	No	No	No	Yes
Dashboard analytics	No	No	No	Yes
Contextual graphical view panel	No	No	No	Yes
.NET API Tool Kit	No	No	No	Yes
AutoRun Windows Service	No	No	No	Yes
Web-based workspace	No	No	Yes	Yes
Document activities and alerts	No	No	Yes	Yes
Infor CRM	No	No	No	In Progress
Infor CPQ	No	No	No	In Progress
Latest SoHo User Experience	No	No	No	Yes

• Yes • No • In Progress

13. The following image from www.infor.com shows that users of Infor VISUAL can an upgrade from Infor via a single mouse click:

Low cost of ownership

Infor VISUAL is designed to be intuitive and easy to use, which reduces training and implementation costs. The solution is deployed as a single database instance, which reduces maintenance costs. Users can upgrade to the next release level or through multiple release levels with a single mouse click.

14. Infor has directly infringed, and continues to directly infringe one or more claims of the ’228 Patent, including at least claims 18, 29, 36, 47, 51 and 67 literally and/or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling the upgrade technology in the United States during the pendency of the ’228 Patent which software and associated backend server architecture *inter alia* allows for users on a computer network to

interactively request from Infor an upgrade service, for Infor to assess the request and provide the requested upgrade as appropriate over the network to the remote user.

15. In addition, should the Infor software licensing and management system be found to not literally infringe the asserted claims of the ’228 Patent, the product would nevertheless infringe the asserted claims of the ’228 Patent. More specifically, the accused software/system performs substantially the same function (responding to a remote user’s request for an upgrade service), in substantially the same way (receiving and assessing a remote user’s request for service over a network), to yield substantially the same result (providing an upgrade or other software to the remote user). Infor would thus be liable for direct infringement under the doctrine of equivalents.

16. Infor has indirectly infringed and continues to indirectly infringe at least claims 18, 29, 36, 47, 51 and 67 of the ’228 Patent by, among other things, actively inducing the using, offering for sale, selling, or importing the Infor upgrade technology. Infor’s customers who use the Infor upgrade service in accordance with Infor’s instructions directly infringe one or more of the foregoing claims of the ’228 Patent in violation of 35 U.S.C. § 271. Infor directly and/or indirectly intentionally instructs its customers to infringe through training videos, demonstrations, brochures, installation and/or user guides for the upgrade software and service, such as those located at one or more of the following:

- www.infor.com
- www.infor.subscribenet.com
- https://www.facebook.com/infor/
- https://www.inforextreme.com
- https://itunes.apple.com/us/app/infor

- https://play.google.com/store/apps/developer?id=Infor
- www.youtube.com/watch?v=XcfhZ1RBOBc
- www.youtube.com/watch?v=8I0pLsCmPo
- www.youtube.com/watch?v=XUSuv-esPaU
- www.youtube.com/watch?v=oOg5qmS1W2I
- www.youtube.com/watch?v=CdqXrxLL52Q
- www.youtube.com/watch?v=7ENZXDiCDNM

Infor is thereby liable for infringement of the ’228 Patent under 35 U.S.C. § 271(b).

17. Infor has indirectly infringed and continues to indirectly infringe at least claims 18, 29, 36, 47, 51 and 67 of the ’228 Patent by, among other things, contributing to the direct infringement by others including, without limitation customers using the Infor upgrade technology, by making, offering to sell, selling and/or importing into the United States, a component of a patented machine, manufacture or combination, or an apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in infringing the ’228 Patent and not a staple article or commodity of commerce suitable for substantial non-infringing use.

18. For example, the upgrade service software is a component of a patented machine, manufacture, or combination, or an apparatus for use in practicing a patent process. Furthermore, the Infor upgrade service software is a material part of the claimed inventions and upon information and belief is not a staple article or commodity of commerce suitable for substantial non-infringing use. Infor is, therefore, liable for infringement under 35 U.S.C. § 271(c).

19. Infor will have been on notice of the ’228 Patent since, at the latest, the service of this complaint upon Infor. By the time of trial, Infor will have known and intended (since receiving

such notice) that its continued actions would actively induce, and contribute to, the infringement of one or more of claims 18, 29, 36, 47, 51 and 67 of the ’228 Patent.

20. Infor may have infringed the ’228 Patent through other software utilizing the same or reasonably similar upgrade service functionality, including the products listed at www.infor.com/solutions/all-products on April 25, 2017. Uniloc reserves the right to discover and pursue all such additional infringing software.

21. Uniloc has been damaged by Infor’s infringement of the ’228 Patent.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against Infor as follows:

(A) finding that Infor has infringed the ’228 Patent;

(B) awarding Uniloc its damages suffered as a result of Infor’s infringement of the ’228 Patent;

(C) awarding Uniloc its costs, attorneys’ fees, expenses and interest, and

(D) granting Uniloc such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: April 28, 2017

Respectfully submitted,

/s/ Edward R. Nelson III

Paul J. Hayes (Lead Attorney)
Massachusetts State Bar No. 227000
James J. Foster
Massachusetts State Bar No. 553285
Kevin Gannon
Massachusetts State Bar No. 640931
Dean Bostock
Massachusetts State Bar No. 549747
Robert R. Gilman
Massachusetts State Bar No. 645224
Michael Ercolini
New York State Bar No. 5029905
Aaron Jacobs
Massachusetts State Bar No. 677545
Daniel McGonagle
Massachusetts State Bar No. 690084
PRINCE LOBEL TYE LLP
One International Place, Suite 3700
Boston, MA 02110
Tel: (617) 456-8000
Fax: (617) 456-8100
Email: pjhayes@princelobel.com
Email: jjfoster@princelobel.com
Email: kgannon@princelobel.com
Email: dbostock@princelobel.com
Email: rgilman@princelobel.com
Email: mercolini@princelobel.com
Email: ajacobs@princelobel.com
Email: dmcgonagle@princelobel.com

Edward R. Nelson III
ed@nelbum.com
Texas State Bar No. 00797142
Anthony M. Vecchione
anthony@nelbum.com
Texas State Bar No. 24061270
NELSON BUMGARDNER PC
3131 West 7th Street, Suite 300
Fort Worth, TX 76107
Tel: (817) 377-9111
Fax: (817) 377-3485

ATTORNEYS FOR THE PLAINTIFFS